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AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
LA PENINSULA TO CREATE THE  
LA PENINSULA MARINA

Barclay's Capri Point Partnership, a California General Partnership, authorized to transact business within the State of Florida (hereinafter referred to as "Declarant"), having a leasehold interest to those certain lands located and situated in Collier County, Florida, being more particularly described hereinafter, subject to a lease dated June 17, 1986, between Declarant and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, does hereby amend the Declaration of Covenants, Conditions and Restrictions of La Peninsula as recorded in Official Records Book 1213, Page 770 of the Public Records of Collier County, Florida pursuant to Section 11.3 thereof for the purpose of creating Boat Slip Amenities at La Peninsula with restricted use and ownership rights as herein after set forth.

ARTICLE XII

12.1 BOAT SLIP PARCELS:

The name by which the Boat Slip Parcel located contiguously to La Peninsula is to be identified is La Peninsula Marina.

12.2 DEFINITIONS:

As used in this Amendment, the Articles of Incorporation, the By-Laws and the Rules and in all amendments thereto, unless the context requires otherwise; the definitions are to be found in Article I of the Declaration of Covenants, Conditions and Restrictions with the following additions:

A. "Marina Association" or "Association" (in the context of this amendment) means La Peninsula Marina Association, Inc., the non-profit Florida corporation responsible for the operation of the Condominium.

B. "Boat Slip" means unit as defined below.

C. "Boat Slip Owner" or "Owner" means the person or persons whose estates or interests, individually or collectively, aggregate total leasehold interest in a Boat Slip. Unless otherwise specifically provided herein, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding leasehold title to a Boat Slip.

D. Amenities or "Limited Common Property" means La Peninsula Marina, as described further herein.

E. "Parcel" or "Unit" means a Boat Slip, which is a part of the Property which is to be subject to private use of some members of the Master Association (The Club at La Peninsula, Inc.) to the exclusion of others.

12.3 DEVELOPMENT PLAN:

La Peninsula Marina is developed as more fully set forth

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940 W. Collier Blvd  
Naples  
FL 33937

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hereinafter and shall consist of the submerged land and improvements as more fully set forth hereinafter. If further improvements or additions are decided upon by Declarant or the Master Association, this Declaration shall be amended accordingly.

**12.4 LEGAL DESCRIPTION:**

Declarant is the leasehold owner of submerged land lying in Collier County, Florida; as described and set forth in Exhibit "D" attached hereto.

**12.5 LEASE OF SUBMERGED LANDS:**

Ownership and use interests are subject to a lease dated June 17, 1986 from the Trustees of the Internal Improvement Trust Fund to Barclays Capri Point Partnership. Said lease is renewable. Ownership and use rights are a derivative of this submerged land lease and all rights are subject to the provisions thereof. A copy of said Sovereignty Submerged Land Lease is attached hereto as Exhibit "F".

**12.6 SURVEY:**

A survey of the lands and graphic descriptions of the improvements in which Boat Slips will be located and the plot plans are attached hereto as exhibits.

**12.7 ALTERATION OF BOUNDARIES AND PLOT PLAN:**

Declarant reserves the right to construct additional Boat Slips and the right to increase or decrease the number of Boat Slips and to alter the boundaries of the common property so long as Declarant owns the Boat Slips abutting the common property where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration. An amendment for such purpose need be signed and acknowledged only by Declarant and such amendment shall not require the approval of Boat Slip Owners, the Master Association, lienors or mortgagees, notwithstanding anything to the contrary contained herein.

**12.8 LOCATION OF BOAT DOCKS:**

The dock facilities of La Peninsula Marina, more particularly described in Exhibit "D", are located on the Big Marco River. This river is not storm proof. The risk of loss and the duty to insure are on each Boat Slip owner, as the association may not maintain insurance on the entire boat docks.

**ARTICLE XIII****13.1 IDENTIFICATION OF BOAT SLIPS:**

There shall be thirty (30) Boat Slips. These Boat Slips are divided into three parcels as described below:

**Parcel A:****Slips**

20	21	22	23	24	25
26	27	28	29	30	31

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**Parcel B:**

**Slips**

32 33 34 35 36 37

**Parcel C:**

**Slips**

38 39 40 41 42 43  
44 45 46 47 48 49

**13.2 BOAT SLIP UNIT BOUNDARIES:**

The Boat Slip Unit boundaries are defined as follows:

- A. There are no upper or lower boundaries.
- B. The vertical boundary location of each Boat Slip is shown on Exhibit "D", attached hereto.

**13.3 EASEMENTS:**

Each Boat Slip shall have and be subject to and have appurtenant thereto nonexclusive easements in the common property designated for such purposes as ingress to, egress from, utilities services for, and support, maintenance and repair of each Boat Slip, and in the other common property for use according to their respective purposes.

In the event the Dock Facility is partially or totally destroyed, and then rebuilt, the owners of the Boat Slips agree that encroachments of parts of the common property or Boat Slips, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist. The Declarant shall have the right to grant easements to provide utility services ingress and egress to the La Peninsula Marina. There is a ten foot easement running parallel to the seawall of the La Peninsula parcel in favor of an adjoining condominium parcel.

**13.4 COMMON PROPERTY:**

The common property shall include the dock structures, which are not within the above described Boat Slips, and tangible personal property required for the maintenance and operation of the La Peninsula Marina.

**ARTICLE XIV**

**14.1 OWNERSHIP INTEREST:**

The owner or owners of each Boat Slip shall have a leasehold interest to the Boat Slip. Nothing herein is to be construed as granting a claim of fee simple title or fee simple interest in said lands as a result of an owners' exclusive use or occupancy of a Boat Slip. Said fee simple title is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

**14.2 RESTRICTED OWNERSHIP:**

Ownership of Boat Slip at La Peninsula Marina is restricted to members of the Club at La Peninsula, Inc. which are all unit

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owners of a residential unit at the La Peninsula project, which property is adjacent to said Boat Slip Condominium.

ARTICLE XV

15.1 MAINTENANCE, ALTERATION AND IMPROVEMENT:

Responsibility for the maintenance of the common property, and restrictions upon the alteration and improvement thereof, shall be as provided in this article.

15.2 BOAT SLIPS - ASSOCIATION'S RESPONSIBILITIES:

The Association shall maintain, repair and replace at the Association's expense:

A. All of the Common Areas (i.e. boat dock structure).

B. All plumbing, wiring and other facilities for the furnishing of utility services which are contained in the common area that service the Boat Slip; and

C. All incidental damage caused to a Boat Slip by such work specified in (a) and (b) of this subsection.

15.3 BOAT SLIPS - BOAT SLIP OWNERS' RESPONSIBILITIES:

The responsibility of the Boat Slip Owner shall be as follows:

A. Incidental damage caused by a Boat Slip owner is to be repaired by said owner with Association's supervision.

B. Not to make or cause to be made any structural addition or alteration, decoration, repair, replacement or change to the common property.

C. To promptly report to the Association any defects or need for repair for which the Association is responsible.

D. Do not launch boats at or near the boat slip.

15.4 COMMON PROPERTY - ASSOCIATION'S RESPONSIBILITIES:

A. The maintenance of the common property shall be the responsibility of the Association; and there shall be no material alterations or substantial additions to the common property, except with the approval in writing of The Club of La Peninsula, Inc.

B. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the common property.

C. The Association shall determine the exterior scheme of the dock and all exterior surfaces and shall be responsible for the maintenance thereof, and no Boat Slip Owner shall paint or alter any exterior surface without the written consent of the Association members, and the Board of Directors of The Association of The Club of La Peninsula, Inc.

15.5 ENFORCEMENT OF MAINTENANCE:

In the event the Boat Slip Owner fails to maintain his Boat Slip as herein required, or makes any structural addition or alteration, or changes without the required consent, or otherwise

violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of competent jurisdiction for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Board of Directors shall have the right to levy an assessment against the Boat Slip and its Owner for such necessary sums to remove any unauthorized structural additions or alteration and to restore the property to good conditions and repair. The association shall have the further right to have its employees and agents, or any subcontractors appointed by it, enter the Boat Slip at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

#### ARTICLE XVI

##### 16.1 COMMON EXPENSES AND COMMON SURPLUS:

A. Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the common property, costs of carrying out the powers and duties of the Association, the costs of the lease between Declarant and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, dated June 17, 1986, electricity, water use and any other expenses designated as Common Expenses by this Amendment or the By-Laws attached hereto.

B. Common Expenses shall be assessed separately for each parcel (i.e. A, B and C) within La Peninsula Marina, and adjusted according to the respective length of the slip. Expenses which apply to the entire La Peninsula Marina shall be assessed evenly among all unit owners. Expenses unique to each parcel, including utilities and repairs, shall be assigned among the Boat Slip owners of that parcel by The Board of Directors upon the following formula:

Each Boat Slip Owner must file with the Board of Directors (or an appointed agent of the Board) a schedule indicating the number of days his boat is moored at La Peninsula Marina. This schedule shall be supplied monthly unless otherwise determined by the Board of Directors. The Board shall then assess each Boat Slip Owner who has a Boat moored for the month, a portion share of the expenses, based upon the number of days docked and the length of the slip. (i.e. two sizes of large and small)

C. The Common Surplus, if any, shall be owned by Boat Slip Owners by the fraction of how many slips there are as a denominator and how many slips an individual owner owns as a numerator.

##### 16.2 DETERMINATION OF ASSESSMENTS:

A. Each Boat Slip Owner shall pay an amount as specified in the Operating Budget prepared by the Board of Directors to the Association for the operation, maintenance, repairs, replacement and restoration of La Peninsula Marina. Said sum or sums are hereinafter referred to as the "Assessments".

B. A random assessment shall be made by the association for each cluster as required by the Board of Directors. Each owners share of the common expenses shall be determined by dividing the total assessment for the parcel in which his slip is located by the number of slips owed by said owner in that parcel plus any expenses unique to a parcel including repairs and utilities. The quarterly assessment shall be paid by Boat Slip Owners directly to the Association.



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**16.3 COLLECTION OF ASSESSMENTS - LIABILITY, INTEREST AND LIENS:**

A. Assessments that are unpaid for over 10 days after due date shall bear interest at eighteen percent (18%); all payments on account shall be first applied to interest and then to the assessment payment first due. After ten (10) days there shall also be a late charge of five percent (5%) to cover processing and collection charges.

B. The quarterly, special and individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable.

C. No Boat Slip Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of his Boat Slip or by the abandonment of his Boat Slip. Within 15 days after request by a Boat Slip Owner or mortgagee, the association shall provide a certificate stating all assessments and other moneys due the Association. Any person other than the Owner who relies upon such certificate shall be protected thereby.

**ARTICLE XVII**

**17.1 ASSOCIATION POWERS AND OPERATION:**

The operation of the La Peninsula Marina shall be by La Peninsula Marina Association, Inc., a corporation not for profit incorporated under the laws of the State of Florida (hereinafter referred to as the "Association"). The Association shall operate pursuant to the provisions of this document, the Articles of Incorporation and the By-Laws.

**17.2 LIMITATION UPON LIABILITY OF ASSOCIATION:**

The association shall not be liable to the boat slip owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the association or caused by the elements or other owners or persons.

A. In the event of a hurricane watch issued by the National Weather Service, all boats and yachts docked within a boat slip or upon the dock shall be evacuated.

B. Each boat slip owner shall provide in advance, and update from time to time, a contingency plan for the removal of their vessel. The contingency plan shall be given to the association and shall include:

1. Owners current address and telephone number.
2. Name, address and telephone number for the person primarily responsible for boat evacuation.

3. Name, address and telephone number of responsible party to contact in case primary party is unavailable.

C. The Association shall have the right to remove, but not the duty to remove, at the Unit Owners expense, any boat or vessel from the premises under such adverse weather conditions.

The Association or the Associations's employee, servant or agents, shall not be liable for any damage to the boat or vessel or any other properties caused by such removal. All responsibility for the vessel and resulting damages caused by the boat or vessel shall be at the Boat Slip Unit Owners expense.

D. Boat Slip Unit Owners who do not evacuate their vessel, and the Association does not exercise its privilege to evacuate the boat or vessel, the Boat Slip Unit Owners shall be held responsible for any and all damage occurring to the Associations property as a result of such non-evacuated vessel.

#### ARTICLE XVIII

##### 18.1 INSURANCE POLICIES:

A. The Association shall not be responsible for obtaining a multi-peril policy insuring the Boat Slips. Each Boat Slip owner, as a condition of ownership, agrees to add to his homeowner's policy at La Peninsula, a rider covering the Boat Slips. No less frequently than annually, each Boat Slip Owner shall file a certificate with the Board of Directors indicating that the La Peninsula Marina Association, Inc. is an additional insured under his homeowner's policy. The named insured in all insurance policies upon the Condominium Property shall be the Association individually and as agent for the Boat Slip Owners, without naming them, and first mortgagees, and to other mortgagees upon request. Each Boat Slip owner shall maintain insurance on his Boat Slip and hold the Association harmless for damages caused by the effect of tide, wind or storm surge upon the common property if said damage is a direct result of the mooring of the slip owner's boat.

B. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Association.

##### 18.2 LIABILITY INSURANCE:

Public liability insurance covering all of the common property and insuring the Association and the Boat Slip Owners as it and their interests appear, in such amounts as the Board of Directors may determine from time to time, if said policy be available. The Association shall not be responsible for purchasing liability insurance to cover accidents occurring within the individual Boat Slips.

##### 18.3 ADDITIONAL INSURANCE:

The Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

##### 18.4 PREMIUMS:

Premiums for all insurance policies purchased by the Association shall be paid by the Association as a common expense. This shall not include the mandatory policies required of each Boat Slip Owner as set forth in 18.1 A. above.

##### 18.5 ASSOCIATION - SHARES OF PROCEEDS:

Proceeds covering property losses shall be paid to the Marina Association. The duty of the Association shall be to receive such proceeds as are paid and to hold them in trust for the

benefit of the Boat Slip Owners and Mortgagees in the following manner:

A. Boat Slips. Proceeds on account of damage to a Boat Slip or Boat Slips shall be held in the following undivided shares:

- 1) When the Dock Facility is to be restored, proceeds are to be held for the cost of repairing the damage suffered by each Boat Slip Owner, which cost shall be determined by the Association.
- 2) When the Dock Facility is not to be restored, an undivided share for each Boat Slip Owner of a damaged slip, such share being calculated as the number of slips owned by an owner (which were damaged) divided by the total number of slips not to be restored.

B. Mortgagees. In the event a mortgagee endorsement has been issued as to a Boat Slip, the share of that Boat Slip Owner shall be held in trust for the mortgagee and the Boat Slip Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Boat Slip Owner and mortgagee.

18.6 AGENT FOR ASSOCIATION:

The Board of Directors of the Association shall irrevocably appoint one person as agent for the Boat Slip Owners and for the holders of mortgages or other liens upon the Boat Slips and for the owners of any other interest in the Condominium Property to adjust all claims arising under insurance policies that may be purchased by the Association and to execute and deliver releases upon the payment of claims.

18.7 OWNERS' INDIVIDUAL INSURANCE POLICIES:

Boat Slip Owners shall obtain insurance coverage at their own expense to protect against claims due to accidents within or on his Boat Slip and casualty insurance on the contents within such Boat Slip. Such policies shall also cover any damage to the Boat Slip owner's boat and other property located within his Boat Slip. Said policies shall provide that the coverage afforded is in excess over the amount recoverable under any other policy covering the same property without rights to make a claim against the insurance of the Association.

ARTICLE XIX

19.1 RECONSTRUCTION OR REPAIR AFTER CASUALTY:

If any part of the Marina Property shall be damaged by casualty, a decision as to not to reconstruct or repair shall be determined by a vote of a two-third (2/3) of Boat Slip Owners.

19.2 PLANS AND SPECIFICATIONS:

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits; or, if not, then according to plans and specifications approved by the Board of Directors of the Association and by the owners of not less than sixty-six percent (66%) of the common property, including the owners of damaged Boat Slips and owners of Boat Slips whose plans are intended to be altered, which approvals shall not be unreasonably withheld.



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**19.3 RESPONSIBILITY:**

If the damage is only to those parts of an individual Boat Slip or Boat Slips for which the responsibility of maintenance and repair is that of the Boat Slip Owner, then the Boat Slip Owner shall be responsible for reconstruction and repair after casualty.

**19.4 ASSESSMENTS TO RECONSTRUCT:**

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient notwithstanding anything to the contrary contained herein, assessments shall be made against all Boat Slip Owners, owning slips within the damaged parcel, in sufficient amounts to provide funds for the payment of such costs. The funds created by the payment of these assessments shall be turned over to the Association.

**ARTICLE XX**

**20.1 CONDEMNATION OR EMINENT DOMAIN:**

A. In case at any time or times the La Peninsula Marina or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all proceeds paid for or on account of such taking shall be payable to the Association as trustee for all Boat Slip Owners and mortgagees according to the loss or damage to their respective interests in the property, as calculated by the number of units owned divided by the total number of units.

B. In the event the lease with the trustees is not renewed within one hundred eighty (180) days after expiration or cancellation all structures and equipment shall be removed by the Association. For further detail, see attached Exhibit "E", the Sovereignty Submerged Land Lease.

**20.2 USE RESTRICTIONS:**

The use of the Marina Property shall be in accordance with the following provisions:

A. Boat Slips. Each Boat Slip shall be used as a mooring and permanent dockage for boats and accessory use related thereto. Boat Slips shall not be used for commercial or residential purposes. No live-aboards shall be allowed aboard any vessel within a boat slip. The Boat Slip Owner shall not permit or suffer anything to be done or kept in his Boat Slip which will increase the rate of insurance on the property or which will obstruct or interfere with the rights of the other Boat Slip Owners or annoy them by unreasonable noise or otherwise; nor shall the Boat Slip Owner commit or permit any nuisances, immoral or illegal acts in or about the property. No parties or loud gatherings shall be allowed at any time in or about the condominium property.

B. Reasonable regulations concerning the use of the common property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Boat Slip Owners.

C. Notwithstanding what is hereinabove provided in this

Article XI, the Declarant (or its duly authorized agents or assigns) may make such use of the unsold Boat Slips and the common property as may facilitate such completion and sale including, but not limited to, displaying signs, billboards, placards and visual promotional materials.

D. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to other Boat Slip owners or which interferes with the peaceful possession and proper use of the property by its owners. No rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

E. No immoral, improper, offensive or unlawful use shall be made of the property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. No advertisements or notices of any type shall be erected upon the common property other than the rights granted the Declarant as set forth above. Provided, however, the Board of Directors in their regulations may vary this requirement. The owner may display his name, insignia and flag to distinguish his Boat Slip Unit.

**20.3 RESTRICTION UPON SALE AND USE:**

A. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Boat Slips, the transfer of Boat Slips by any Owner shall be subject to the following provisions so long as the docks exist in useful condition, which provisions each Boat Slip Owner covenants to observe.

B. No vessel required to be registered or titled under Florida law shall be allowed to moor or dock within, or otherwise use the leased area unless such vessel is registered or titled in accord with Chapter 327 and Chapter 328, Florida Statutes.

**20.4 TRANSFER AND LEASING OF INDIVIDUAL CONDOMINIUM BOAT SLIPS:**

A. No Boat Slip Owner may dispose of a Boat Slip or any interest in a Boat Slip by sale except to an owner of a residential unit at La Peninsula;

B. Approval of the Association is required and shall be given within ten (10) days of the written request. Approval can only be withheld to enforce the provision of subsection "D" below or subsection "A" above.

C. There shall be no restriction upon leasing of the boat slips by an owner.

D. No less than four (4) of the thirty (30) slips shall be utilized exclusively by non-power vessels. To enforce this restriction, the association may withhold its consent to a sale if the result would be that less than four (4) slips would be used by non-power vessels.

**20.5 TERMINATION OF FACILITY:**

Powers granted to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in that certain lease dated June 17, 1986 number 111089595, regarding termination shall control over this Amendment to the Declaration of Covenants, Conditions and Restrictions of La Peninsula.

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ARTICLE XXI

21.1 VOTING RIGHTS:

Subject to the provisions and restrictions set forth in the Articles of Incorporation and By-Laws of the Association, each Boat Slip Owner shall be a member of the Marina Association and shall be entitled to one (1) vote for each Boat Slip owned by him.

21.2 EFFECTS OF RESTRICTIONS, EASEMENTS AND CONDITIONS:

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land and shall run perpetually unless terminated as provided herein and shall be binding upon all Boat Slip Owners and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and by the Articles of Incorporation and By-Laws of the association.

21.3 GENERAL PROVISIONS:

A. Each Boat Slip Owner shall be governed by and shall comply with the terms of this Amendment, the By-Laws and the Articles of Incorporation. Should the Association find it necessary to bring court action to enforce compliance with the law, this Amendment and/or the By-Laws, upon a finding by the court that the violation complained of is willful, the Boat Slip Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the court, together with the court costs.

B. The Association hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund and/or the State of Florida from all claims, actions, lawsuits and demands arising out of the lease with the trustees.

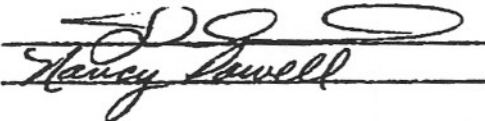
C. The Association shall install and maintain signs warning boaters to exercise extreme caution due to the presence of manatees in the area. The Association shall also place and maintain manatee informational signs on their property.

IN WITNESS WHEREOF, Barclays Capri Point Partnership has caused these presents to be executed by its authorized agent, this 4th day of May, 1988.

Signed, sealed and delivered  
in the presence of:

Barclays Capri Point  
Partnership

By:   
George Kethari  
General Partner

  
Nancy Lowell

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STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY in the County and State first above written, that on this 4th day of May, 1988, before me personally appeared George Rethati, being General Partner of Barclays Capri Point Partnership, known to me to be the person who signed the foregoing instrument as such agent and he acknowledged and executed thereof to be his free act and deed as such agent and for the uses and purposes therein mentioned and that the said instrument is the act and deed of said corporation.



[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
TO COMMISSION EXPIRE, MAY 2, 1989  
BONNIE ANN GILBERT, Not. Pub.

This instrument prepared by:

Mark J. Woodward, Esq.  
WOODWARD & WOODWARD, P.A.  
940 N. Collier Blvd.  
Marco Island, FL 33987

MAR. 26. 2001 8:08AM

ROETZEL&amp;ANDRESS

NO. 562 P.2

**PROPOSED AMENDMENTS  
TO THE  
RULES OF LA PENINSULA MARINA**

Additions indicated by underlining

Deletions indicated by ~~strike-through~~

Proposed amendments to the Rules of La Peninsula Marina:

III Other

3.7 Due to the limited number of Boat Slips available and the Association's desire to make the greatest number of Boat Slips available to the greatest number of owners in La Peninsula, from and after the adoption of this rule, no owner or approved lessee of a residential unit in La Peninsula shall own or lease more than one (1) Boat Slip for each residential unit owned or leased by him. This rule is prospective in application only. All owners of multiple Boat Slips on the date of the adoption of this rule shall be considered "grandfathered". However, no owners or lessees that are grandfathered under this rule shall be allowed to increase the number of Boat Slips owned by them as of the date of the adoption of this rule unless they have purchased additional residential units in La Peninsula. The grandfathered rights created under this rule may be conveyed or assigned to a new owner or lessee when the residential unit to which the rights are attached is sold or leased.

3.8 No Boat Slip Owner may dispose of a Boat Slip or any interest in a Boat Slip by lease, gift or devise except to an owner or approved lessee of a residential unit at La Peninsula.

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**DRAFT**



# The Marina at La Peninsula

Date: June 3<sup>rd</sup>, 2002

To: The Marina Board of Directors  
Re: Changes to the Documents

I have reviewed your documents and drafted the following changes. These changes have not been reviewed by an attorney and should be presented to the slip owners. The Articles need a 75% approval vote to be amended. The changes as I have listed them below are just my suggestion. Please feel free to change any portion that you would like.

## Article XII - Section 20.4 - Transfer and Leasing of Individual Condominium Boat Slips:

### Existing:

- A. No Boat Owner may dispose of a Boat Slip or any interest in a Boat Slip by sale except to an owner of a residential unit at La Peninsula.
- B. Approval of the Association is required and shall be given within ten (10) days of the written request. Approval can only be withheld to enforce the provisions of subsection "D" below or subsection "A" above.
- C. There shall be no restriction upon leasing of the boat slips by an owner.
- D. No less than four (4) of the (30) slips shall be utilized exclusively by non-power vessels. To enforce this restriction, the association may withhold its consent to a sale if the result would be that less than four (4) slips would be used by non-power vessels.

### Changes: Additions are shown by underline / Deletions are shown by ~~strikethrough~~

- A. No Boat Owner may dispose of a Boat Slip or any interest in a Boat Slip by sale except to an owner of a residential unit at La Peninsula. If a Boat Slip is sold or leased to a non-residential unit, the Association shall have the right to withhold its consent to the sale or lease.
- B. Approval of the Association is required ~~for any sale or lease~~ and shall be given within ten (10) days of the written request. Approval can ~~only~~ be withheld to enforce ~~the provisions of subsection "D" below or subsection "A" above~~ the provisions of subsection "D" below.
- C. ~~There shall be no restriction upon leasing of the boat slips by an owner.~~ Boat slips may be leased to a non-residential unit, provided that the Association has approved the lease.
- D. No less than four (4) of the (30) slips shall be utilized exclusively by non-power vessels. To enforce this restriction, the association may withhold its consent to a sale if the result would be that less than four (4) slips would be used by non-power vessels.

I could not find any information on Transfer or Application fees in the Documents. I would suggest that the board incorporate the fees into the Rules and Regulations. If any of you finds the reference please forward the location on to me.

Thank You,

Key Powell

# La Peninsula Marina Association, Inc.

## Rules and By-Laws

- ☐ Owners of the docks may only sell to a Unit Owner of La Peninsula. A reasonable period of time shall be applied in order to sell said dock if the condo unit is sold before the dock.
  - ☐ An application must be submitted for lease or sale of Boat Docks prior to any transaction taking place. This application requires Board approval for leasing and sales of all Boat Slips.
  - ☐ Any addition to or modification of a Dock will require written approval from the Board and in addition, the Dock Owner must provide Drawings and Specifications. Included with the Documents must be valid permitting. Without these items the Board will not grant permission. Any Owner who does make additions to their Dock without written approval of the Board will be subject to a fine of \$500.00 and will be required to pay all costs if corrections are necessary.
  - ☐ A Dock may be leased to a unit owner subject to Board approval. Docks may be loaned to other Unit Owners on a short-term basis only.
  - ☐ No part of a moored boat or boat in it's lift is allowed to extend beyond the outer pilings.
  - ☐ All rules are subject to change in order to meet County and D.E.R. standards.
  - ☐ No owner or approved lessee of a residential unit in La Peninsula shall own or lease more than one (1) Boat Slip for each residential unit owned or leased by him or her.
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